

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://ceo.lacounty.gov

April 15, 2008

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: TRASH-FREE CHANNEL SERVICES FOR EAST, SOUTH, AND WEST FLOOD CONTROL DISTRICT MAINTENANCE AREAS (ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

## **SUBJECT**

Award contracts for Trash-Free Channel Services in the East, South, and West Flood Control District's maintenance areas.

## IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
- 2. Award contracts for Trash-Free Channel Services to the below-listed contractors. These contracts will commence upon your Board's approval and continue until March 31, 2009, with four 1-year renewal options that will commence on April 1 of each renewal year, not to exceed a total contract period of five years as follows:

Area	Contractor	Maximum Annual Amount
East Area Flood Control Channels	Woods Maintenance Services, Inc., located in North Hollywood, California	\$208,440
South Area Flood Control Channels	Travers Tree Service, located in Lomita, California	\$171,240
West Area Flood Control Channels	Woods Maintenance Services, Inc., located in North Hollywood, California	\$169,650

- 3. Authorize the Acting Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
- 4. Authorize the Acting Director of Public Works or his designee to execute these contracts; to renew the contract for each additional renewal option if, in the opinion of the Acting Director of Public Works, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide as-needed and intermittent trash and debris removal service at various flood control channels within the unincorporated County areas and various cities. The work to be performed will consist of patrolling the service areas and removing all trash and debris, as needed, from various flood control channels in the Flood Control District's East, South, and West Areas during the nine driest months of each year, normally April through December. In two of the 18 locations within the South Area, services will be provided year-round. The Department of Public Works (Public Works) has contracted these services since 2002.

The Honorable Board of Supervisors April 15, 2008 Page 3

## <u>Implementation of Strategic Plan Goals</u>

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contracts' annual not to exceed amount is \$208,440 for the East Area, \$171,240 for the South Area; and \$169,650 for the West Area plus 25 percent for unforeseen, additional work within the scope of work of these contracts. These amounts are based on the unit rates quoted by the contractors and the estimated annual usage.

Financing for these services is included in the Fiscal Year 2007-08 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contracts' optional years will be requested through the annual budget process.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts will be in the form previously reviewed and approved by County Counsel (Attachments A.1, A.2, and A.3). The recommended contracts with Woods Maintenance Services, Inc., located in North Hollywood, California; and Travers Tree Service, located in Lomita, California, were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the Chief Executive Officer's and your Board's requirements.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program,

The Honorable Board of Supervisors April 15, 2008 Page 4

Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractors are Woods Maintenance Services, Inc., and Travers Tree Service. These contracts will commence upon your Board's approval, and continue until March 31, 2009. With your Board's delegated authority, the Acting Director of Public Works may renew these contracts for four 1-year renewal options that will commence on April 1 of each renewal year, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services were submitted on December 13, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code Chapter 2.121).

These contracts include a cost-of-living adjustment provision in accordance with your Board Policy, which was approved on January 29, 2002.

#### ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). The clearing of trash and debris in the flood control channels is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

The Honorable Board of Supervisors April 15, 2008 Page 5

## **CONTRACTING PROCESS**

On December 17, 2007, Public Works solicited proposals from 688 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On January 17, 2008, 16 proposals (five for the West Area, six for the East Area, and five for the South Area) were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for late submission. The remaining proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, and references. Based on this evaluation, it is recommended that these contracts be awarded to the highest-rated, responsive, and responsible proposers Woods Maintenance Services, Inc., and Travers Tree Service.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

#### CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

WILLIAM T FUJIOKA Chief Executive Officer

WTF:DDE GZ:dw

Attachments (4)

c: County Counsel

Department of Public Works (Flood Maintenance)

## AGREEMENT FOR

## TRASH-FREE CHANNEL SERVICES FOR EAST MAINTENANCE AREA

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICES, INC., a corporation (hereinafter referred to as CONTRACTOR).

#### <u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 17, 2008, hereby agrees to provide services as described in the attached specifications for Trash-Free Channel Services for East Maintenance Area, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E.1, Channel Maps of Work Locations for East Area; Exhibit F, Channel Right of Way, Exhibit G, Trash-Free Channel Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Acting Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1 an amount not to exceed \$208,440 per year, or such greater amount as the Board may approve.

<u>FOURTH</u>: This Contract's initial term shall commence upon Board approval and continue until March 31, 2009. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, which will commence on April 1 of each renewal year, not to exceed a total contract period of five years. The COUNTY, acting through the Acting Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: In addition to the compensation described in the Third paragraph, Public Works will reimburse the CONTRACTOR for dump fees incurred during the contract term. The CONTRACTOR shall submit all waste disposal receipts obtained from the landfill on a monthly basis to the Contract Manager. The CONTRACTOR shall be reimbursed by Public Works for all dump fees based upon the receipts submitted.

<u>SEVENTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice and dump receipts. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>EIGHTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

<u>TENTH</u>: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>ELEVENTH</u>: The Acting Director may adjust the rate of compensation set forth in Form PW-2.1 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

<u>TWELFTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

<u>THIRTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>FOURTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

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Type or Print Name

#### AGREEMENT FOR

## TRASH-FREE CHANNEL SERVICES FOR SOUTH MAINTENANCE AREA

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TRAVERS TREE SERVICE, a corporation (hereinafter referred to as CONTRACTOR).

## <u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 17, 2008, hereby agrees to provide services as described in the attached specifications for Trash-Free Channel Services for South Maintenance Area, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E.2, Channel Maps of Work Locations for South Area; Exhibit F, Channel Right of Way, Exhibit G, Trash-Free Channel Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Acting Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.2 an amount not to exceed \$171,240 per year, or such greater amount as the Board may approve.

<u>FOURTH</u>: This Contract's initial term shall commence upon Board approval and continue until March 31, 2009. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, which will commence on April 1 of each renewal year, not to exceed a total contract period of five years. The COUNTY, acting through the Acting Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.2, Schedule of Prices.

<u>SIXTH:</u> In addition to the compensation described in the Third paragraph, Public Works will reimburse the CONTRACTOR for dump fees incurred during the contract term. The CONTRACTOR shall submit all waste disposal receipts obtained from the landfill on a monthly basis to the Contract Manager. The CONTRACTOR shall be reimbursed by Public Works for all dump fees based upon the receipts submitted.

<u>SEVENTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice and dump receipts. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>EIGHTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

<u>TENTH</u>: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: The Acting Director may adjust the rate of compensation set forth in Form PW-2.2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

<u>THIRTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>FOURTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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Page 3 of 4

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

## **COUNTY OF LOS ANGELES** By\_\_\_\_\_\_Acting Director of Public Works APPROVED AS TO FORM: RAYMOND G. FORTNER, JR. County Counsel Deputy TRAVERS TREE SERVICE By \_\_\_\_\_\_ Its President Type or Print Name By \_\_\_\_\_\_ Its Secretary Type or Print Name

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#### AGREEMENT FOR

## TRASH-FREE CHANNEL SERVICES FOR WEST MAINTENANCE AREA

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICES, INC., a corporation (hereinafter referred to as CONTRACTOR).

#### WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 17, 2008, hereby agrees to provide services as described in the attached specifications for Trash-Free Channel Services for West Maintenance Area, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E.3, Channel Maps of Work Locations for West Area; Exhibit F, Channel Right of Way, Exhibit G, Trash-Free Channel Report; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Acting Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.3 an amount not to exceed \$169,650 per year, or such greater amount as the Board may approve.

<u>FOURTH</u>: This Contract's initial term shall commence upon Board approval and continue until March 31, 2009. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, which will commence on April 1 of each renewal year, not to exceed a total contract period of five years. The COUNTY, acting through the Acting Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.3, Schedule of Prices.

SIXTH: In addition to the compensation described in the Third paragraph, Public Works will reimburse the CONTRACTOR for dump fees incurred during the contract term. The CONTRACTOR shall submit all waste disposal receipts obtained from the landfill on a monthly basis to the Contract Manager. The CONTRACTOR shall be reimbursed by Public Works for all dump fees based upon the receipts submitted.

<u>SEVENTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice and dump receipts. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>EIGHTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>NINTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

<u>TENTH</u>: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: The Acting Director may adjust the rate of compensation set forth in Form PW-2.3 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

<u>TWELFTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

<u>THIRTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>FOURTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

**COUNTY OF LOS ANGELES** 

	ByActing Director of Public Works
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. County Counsel	
By Deputy	WOODS MAINTENANCE SERVICES
	INC.,
	By
	By Its President
	Type or Print Name
	By Its Secretary
	Type or Print Name

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#### ATTACHMENT B

#### **Bid Detail Information**

Bid Number: PW-ASD702

Bid Title: TRASH-FREE CHANNEL SERVICES FOR EAST, SOUTH, AND WEST MAINTENANCE AREAS (2008-

AN006)

**Bid Type:** Service **Department:** Public Works

Commodity: GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE

Open Date: 1/3/2008

Closing Date: 1/3/2008 2:00 PM

Bid Amount: N/A

Bid Download: Not Available

Bid Description: PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Trash-Free Channel

Services for East, South, and West Maintenance Areas

(2008-AN006). Each area will be awarded and evaluated independently. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and

submitting proposals may be requested by accessing this link at

ftp://dpwftp.co.la.ca.us/solicitationdocuments/trashfree2008.pdf or from Mr. Benjamin Sandoval at (626)

458 7334, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer and its managing employee must have a minimum of three years' experience providing the type of services solicited.

A Proposers' Conference will be held on Thursday, January 3, 2008, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, January 17, 2008, at 5:30 p.m. Please direct your questions to Mr. Sandoval at the number above.

AREAS FOR TRASH-FREE CHANNEL & AREAS' ESTIMATED ANNUAL AMOUNT East Area \$210,000 South Area \$230,000 West Area \$75,000

Contact Name: Edwin Manoukian Contact Phone#: (626) 458-4057

Contact Email: emanoukian@dpw.lacounty.gov

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